



**JONATHAN E. FIELDING, M.D., M.P.H.**  
Director and Health Officer

**JONATHAN E. FREEDMAN**  
Chief Deputy Director

313 North Figueroa Street, Room 806  
Los Angeles, California 90012  
TEL (213) 240-8117 • FAX (213) 975-1273

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)



**BOARD OF SUPERVISORS**

**Gloria Molina**  
First District

**Mark Ridley-Thomas**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

November 17, 2009

21 NOVEMBER 17, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**ACCEPTANCE OF A LETTER OF ALLOCATION FROM FIRST 5 LA, APPROVAL OF FIVE  
AMENDMENTS TO BLACK INFANT HEALTH PROGRAM SERVICES AGREEMENTS, AND  
APPROVAL OF AN APPROPRIATION ADJUSTMENT  
(ALL SUPERVISORIAL DISTRICTS)  
(4 VOTES)**

**SUBJECT**

Approval to accept a Letter of Allocation from First 5 LA and execute five amendments to support the Department of Public Health's Maternal, Child and Adolescent Health Program's Black Infant Health Program.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to:  
a) accept a Letter of Allocation (LOA), Exhibit I; and b) execute a forthcoming agreement with First 5 LA to support the Maternal, Child and Adolescent Health (MCAH) Program's Black Infant Health (BIH) Program for the period October 1, 2009 through June 30, 2010 in the amount of \$816,058.
2. Delegate authority to the Director of DPH, or his designee, to accept and execute future awards and/or amendments to the First 5 LA grant award through Fiscal Year (FY) 2011-12, subject to review and approval by County Counsel and the Chief Executive Office and notification to your Board.
3. Approve and instruct the Director of DPH, or his designee, to: a) execute Amendment Number 3, substantially similar to Exhibit II, to Agreement Number H-700539 with The Children's Collective, Inc. (TCCI); Agreement Number H-700540 with Great Beginnings for Black Babies (GBBB); Agreement Number H-700341 with Mission City Community Network, Inc. (MCCN); and Agreement Number H-700339 with Prototypes (PROTO); and b) execute Amendment Number 4, substantially similar to Exhibit II, to Agreement Number H-700340 with Partners in Care Foundation (PICF), to provide BIH services for the period of October 1, 2009 through June 30, 2010, in the amount of \$816,058, offset by First 5 LA grant funds.
4. Delegate authority to the Director of DPH, or his designee, to execute amendments to the BIH agreements that either extend the term of the agreements through FY 2011-12, and/or provide for an increase or decrease in funding by 25 percent of the base year maximum obligation, contingent upon receipt of funding from First 5 LA, subject to review and approval by County Counsel and the Chief Executive Office and notification to your Board.
5. Approve the Request for Appropriation Adjustment (Attachment A) in the amount of \$816,000 for FY 2009-10. This Appropriation Adjustment will increase DPH's budgeted Services and Supplies (S&S) appropriation by \$816,000, and is offset by funding from First 5 LA.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

State funding supported the BIH Program for a number of years in an effort to promote better health services for pregnant and parenting African-American women in Los Angeles County. The BIH Program provides services to eligible clients through comprehensive community-based efforts by assuring that at-risk pregnant and parenting women and their children (up to age one) have access to appropriate pediatric and preventive health care. Services provided by the BIH Program include, but are not limited to: providing health education information about issues impacting mothers and infants; coordination with providers to ensure timely access to health care services; conducting social support and empowerment classes; and collaboration with other entities to strategize to reduce African-American infant mortality. Through five community-based agencies, Los Angeles County provides BIH services to six Service Planning Areas (SPAs): SPA 1 (Antelope Valley), SPA 2 (San Fernando Valley), SPA 3 (San Gabriel Valley), SPA 4 (Metro area), and SPAs 6 and 8 (South Los Angeles).

Effective July 1, 2009, the State General Funds (SGF) were eliminated from the BIH Program budget due to reductions in program funding enacted in the 2009-10 State Budget. This included the elimination of a \$3.9 million allocation to BIH Programs statewide and a total of \$1.3 million to the BIH Programs in Los Angeles County (\$770,000 State and \$530,000 Title XIX). Without the SGF, services would be discontinued for approximately 780 clients and four of five contracted BIH agencies would be terminated in Los Angeles County. On August 18, 2009, your Board approved a motion to request First 5 LA to consider an annual agreement of \$766,058 with DPH to support the five community-based agencies currently providing BIH services in Los Angeles County was approved by First 5 LA. An additional \$50,000 was approved by First 5 LA to increase the allocation for the BIH Program in the Antelope Valley where infant mortality amongst the African-American population continues to rise at a disturbing rate. Subsequently, on September 10, 2009, the First 5 LA Commission voted unanimously to award funding for the continuation of the BIH program, thereby initiating a request by DPH to enter into an agreement with First 5 LA. Should First 5 LA provide funding assistance to DPH in future fiscal years, the acceptance of future awards and/or amendments with First 5 LA under DPH's delegated authority will ensure that the BIH Program can continue to benefit eligible clients in Los Angeles County who are in need of reliable healthcare services.

DPH's acceptance of the LOA from First 5 LA will award DPH with a funding amount of \$816,058 for a nine-month period, thus allowing DPH to maintain BIH services with all five agencies and continue their efforts towards improving the health status of African-American families in Los Angeles County.

The acceptance of amendments to each agency's current agreement will expedite the use of First 5 LA funds by which the five agencies will be able to enhance their scopes of work for FY 2009-10 by implementing additional activities and/or increasing their measurable objectives.

Future amendments accepted through FY 2011-12 under DPH's delegated authority, will prevent curtailment of BIH services to BIH clients by allowing DPH to extend the term of the agreements or provide changes in funding allocation for the BIH Program, without disruption of services.

The Appropriation Adjustment in the amount of \$816,000 awarded by First 5 LA will ensure that BIH services throughout Los Angeles County will continue to be provided by all five agencies without hindrance this fiscal year.

**Implementation of Strategic Plan Goals**

These recommended Board actions support Goal 4, Health and Mental Health, of the County's Strategic Plan, by providing services that assist with improving the health and birth-outcomes of pregnant African-American women.

**FISCAL IMPACT/FINANCING**

Under this Board action, DPH is receiving \$816,058 in funding from First 5 LA. The award from First 5 LA will subsidize the funding loss to the BIH Program as a result of the termination of the SGF this fiscal year. Attachment B provides the funding allocation for the five contracted agencies.

The Appropriation Adjustment (Attachment A) will increase DPH's FY 2009-10 S&S appropriation by \$816,000 to support the BIH Program for FY 2009-10.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

As a result of a Request for Proposals (RFP) released by the Department of Health Services on March 8, 2004, six contractors were selected and awarded agreements (under Grant Award Number 200419) to provide BIH services to the County for the period of July 1, 2004 through June 30, 2007 at a total BIH Program cost of \$6,233,406. The six contractors were TCCI, GBBB, MCCN, PROTO, Harbor-UCLA Research and Education Institute (REI), and Public Health Foundation Enterprises/First Missionary Baptist Church (PHFE/FMBC).

Currently, five contracted community agencies continue to support MCAH Program's BIH Program, providing services to pregnant and parenting African-American women (ages 18 years and older), infants, and children at-risk for poor birth or perinatal outcomes throughout Los Angeles County.

County Counsel has approved Exhibits I and II as to form.

Attachment A is the Appropriation Adjustment, Attachment B provides additional information, and Attachment C is the Grant Management Statement for grant awards exceeding \$100,000.

**CONTRACTING PROCESS**

On June 15, 2004, your Board approved six agreements to continue the BIH Program services through June 30, 2007.

On November 1, 2006, Amendment Number 1 was approved by your Board to add Board mandated language.

Your Board approved various amendments to extend the term of the contractor's agreements through June 30, 2010; 100 percent offset by State and federal funds, with the exception of one contractor (REI) who elected to discontinue BIH services with the County, effective June 30, 2005.

On April 3, 2007, your Board approved Amendment Number 2 to Agreement Number H-700340 which assigned and delegated all contract rights and responsibilities from PHFE/FMBC to a new contractor, PICF, effective April 3, 2007 through June 30, 2009. The Agreement with PICF is one of five BIH Agreements being extended through June 30, 2010.

Although it is unknown as to whether DPH will continue to receive funding assistance from both First 5 LA and State Title V funds for FY 2010-11, DPH plans to proceed with an RFP solicitation to select new providers prior to the new State Department of Public Health grant term for FY 2010-11. DPH is targeting to release the RFP in January 2010. Should no funds be made available by First 5 LA and/or the State, via Title V, for FY 2010-11, funding assistance necessary to support the BIH Program will cease.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**


Funding provided by First 5 LA will allow DPH to continue to provide BIH services to improve the health of African-American pregnant and parenting women and to reduce African-American infant mortality by assuring access to BIH services throughout Los Angeles County.

The Honorable Board of Supervisors

11/17/2009

Page 6

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large initial "J" and "F".

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:ly

Enclosures

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors



Champions For Our Children

October 15, 2009

COMMISSIONERS

Los Angeles County Supervisor

Don Knabe

Chair

Marvin J. Southard, D.S.W.

Vice Chair

Nancy Au

Jane Boeckmann

Jonathan E. Fielding, M.D., M.P.H.

Neil Knaufman, M.D., M.P.H.

Evangelina R. Stockwell, Ed.D.

Corina Villaraigosa

Carolyn R. Wilder

EX OFFICIO MEMBERS

Duane Dennis

Jacquelyn McCroskey, D.S.W.

Deanne Tilton

Harriette F. Williams, Ed.D.

EXECUTIVE DIRECTOR

Evelyn V. Martinez

Mr. Jonathan E. Freedman  
Chief Deputy Director  
Los Angeles County Department of Public Health  
313 N. Figueroa, Suite 708  
Los Angeles, CA, 90012

Dear Mr. Freedman:

I am pleased to inform you that on September 10, 2009, First 5 LA's Board of Commissioners approved funding in the amount of \$816,058 for the Los Angeles County Department of Public Health to support the Black Infant Health program. This funding covers a 9-month time period beginning October 1, 2009 through June 30, 2010.

First 5 LA's Grants Management and Legal Compliance Department will coordinate the contract negotiation process which includes development and review of the scope of work and budget for the project. Please be advised that additional documentation may be required as part of the contract agreement process.

If you have any questions, you may contact Marlene Cole, Program Officer, at [mcole@first5la.org](mailto:mcole@first5la.org) or (213) 482-9417.

Sincerely,

  
Evelyn V. Martinez  
Executive Director

EVM:tf:hs

750 N. Alameda Street  
Suite 300  
Los Angeles, CA 90012  
ph: 213.482.5902  
fax: 213.482.5903  
[www.first5la.org](http://www.first5la.org)  
[contact@first5la.org](mailto:contact@first5la.org)

A public entity.

Contract Number \_\_\_\_\_

**BLACK INFANT HEALTH PROGRAM SERVICES IN  
LOS ANGELES COUNTY AGREEMENT**

Amendment Number \_\_\_\_

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County"),

and

\_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "BLACK  
INFANT HEALTH PROGRAM SERVICES IN LOS ANGELES COUNTY AGREEMENT",  
dated June 15, 2004, and further identified as County Agreement Number \_\_\_\_\_,  
and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement and  
provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of  
a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on October 1, 2009.
2. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read

as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the



services described in Exhibit \_\_\_\_, attached hereto and incorporated herein by reference."

3. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph G shall be added to Agreement as follows:

"G. During the period of October 1, 2009 through June 30, 2010, the maximum obligation of County for all services provided hereunder shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Such maximum obligation is comprised entirely of First 5 LA funds. This sum represents the total maximum obligation of County as shown in Schedule \_\_\_\_, attached hereto and incorporated herein by reference."

4. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"7. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedule \_\_\_\_ and the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS."

5. Paragraph 10, GENERAL INSURANCE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

"10. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:  
Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 9, 10, and 11 of this Contract. These minimum insurance coverage terms, types and limits (the

"Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured

retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles

Department of Public Health, Contracts and Grants Division

313 North Figueroa Street, Los Angeles, California, 90012

Attention of: Gary T. Izumi, Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers,

Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or

suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s') right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's

General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves

the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements:

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

6. Paragraph 11, INSURANCE COVERAGE REQUIREMENTS, shall be amended and replaced in its entirety to read as follows:

"11. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall include cover liability arising out of Contractor's use of autos pursuant to this Agreement,

including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 Million per claim and \$2 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation."

7. Paragraph 12, BILLING AND PAYMENT of the ADDITIONAL PROVISIONS shall be amended to include Subparagraph H as follows:

"H. Contractor Budget and Expenditures Reduction Flexibility:



In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, Paragraph 8, ALTERATION OF TERMS of this Agreement, Director may (consistent with federal, State, and/or County budget reductions) renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein."

8. The ADDITIONAL PROVISIONS, shall be amended to add the following new provision:

"52. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH  
COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain

compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

9. Exhibit \_\_\_\_, SCOPE OF WORK FOR BLACK INFANT HEALTH PROGRAM, is attached hereto and incorporated herein by reference.

10. Schedule \_\_\_\_, BUDGETS FOR BLACK INFANT HEALTH PROGRAM SERVICES IN LOS ANGELES COUNTY, is attached hereto and incorporated herein by reference.

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
JONATHAN E. FIELDING, M.D., MPH  
Director and Health Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
ROBERT E. KALUNIAN  
Acting County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Gary T. Izumi, Chief  
Contracts and Grants

## COUNTY OF LOS ANGELES

## REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PUBLIC HEALTH

DEPT'S.  
NO. 295

October 23, 2009

## AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

## ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2009/10

4 - VOTES

SOURCES

Public Health Programs  
A01-PH-88-8831-23450  
State-Other \$816,000  
Increase Revenue

USES

Public Health Programs  
A01-PH-2000-23450  
Services & Supplies \$816,000  
Increase Appropriation

SOURCES TOTAL: \$ 816,000

USES TOTAL: \$ 816,000

JUSTIFICATION

To request increase in Services & Supplies appropriation at no Net County Cost for Maternal, Child & Adolescent Health Section's Black Infant Health (BIH) Program. This Budget Adjustment is to increase Services & Supplies appropriation for Fiscal Year 2009/10 to support the BIH Program.

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

  
AUTHORIZED SIGNATURE LETICIA S. MOISA, DIRECTOR OF FINANCE

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

21

NOV 17 2009

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR ---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

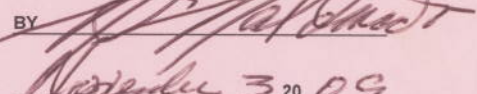
BY 

B.A. NO. 044

Oct 28 20 09

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY   
November 3, 20 09

**ATTACHMENT B**

**DEPARTMENT OF PUBLIC HEALTH  
MATERNAL, CHILD AND ADOLESCENT HEALTH PROGRAMS  
BLACK INFANT HEALTH PROGRAM SERVICES IN LOS ANGELES COUNTY**

**SUBCONTRACT AGENCY/CONTACT PERSON LIST**

<b>SERVICE PLANNING AREA BASED SERVICES</b>		
<b>Contract #</b>	<b>Contractor/Contact Person</b>	<b>First 5 LA funding (10/01/09 through 06/30/10)</b>
<b>H700539</b>	The Children's Collective, Inc. 5870-C West Jefferson Blvd. Los Angeles, California 90016 (310) 733-4388 Fax (310) 733-4320 Jackie Kimbrough, Ph.D., Executive Director	\$211,424
<b>H700540</b>	Great Beginnings for Black Babies, Inc. 3311 West Manchester Blvd., Suite 301 Inglewood, California 90305 (323) 789-7955 Fax (323) 789-7960 Rae Jones, Executive Director (New E.D. effective 9/14/09)	\$216,586
<b>H700341</b>	Mission City Community Network, Inc. 15206 Parthenia Street North Hills, California 91343 (818) 895-3100 Fax (818) 895-9464 Nik Gupta, CEO/Chief Financial Officer	\$107,831
<b>H700339</b>	Prototypes, Centers for Innovation in Health, Mental Health and Social Services 5601 West Slauson Avenue, Suite 200 Culver City, California 90230 (310) 641-7795 Fax (310) 649-4347 Cassandra Loch, Executive, Director	\$97,026
<b>H700340</b>	Partners in Care Foundation 732 Mott Street, Suite 150 San Fernando, California 91340 (818) 837-3775 Fax (818) 837-3799 June Simmons, Chief Executive Officer	\$120,501
<b>Total</b>		<b>\$753,368</b>
<b>Salaries, Employee Benefits, Services &amp; Supplies</b>		<b>62,690</b>
<b>Project Total</b>		<b>\$816,058</b>

irw/ly  
10/23/09

# ATTACHMENT C

## Los Angeles County Chief Executive Office Grant Management Statement for Grants Exceeding \$100,000

Department: Public Health – Public Health

### Grant Project Title and Description

Black Infant Health Program

Funding Agency

First 5 LA

Program (Fed. Grant #State Bill or Code #)

Grant Acceptance Deadline

Total Amount of Grant Funding: \$816,058

County Match Requirements: N/A

Grant Period: 10/01/09 through 06/30/10

Begin Date: 10/01/09

End Date: 06/30/10

Number of Personnel Hired Under this Grant: Full Time 2 Part Time

### Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary "N" items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☒

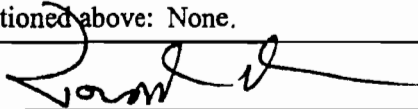
(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes ☒ No ☐

Impact of additional personnel on existing space: None.

Other requirements not mentioned above: None.

Department Head Signature



Date

10-14-09